



# COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF ANDOVER

and

ANDOVER POLICE PATROLMEN'S UNION  
NEPBA LOCAL 9

EFFECTIVE

JULY 1, 2016 – JUNE 30, 2019

## TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE . . . . .	4
ARTICLE 1 – RECOGNITION . . . . .	5
ARTICLE 2 – PAYROLL DEDUCTION OF UNION DUES . . . . .	6
ARTICLE 3 – PAYROLL DEDUCTION OF AGENCY SERVICE FEE . . . . .	7
ARTICLE 4 – MANAGEMENT RIGHTS . . . . .	8
ARTICLE 5 – NO STRIKE . . . . .	9
ARTICLE 6 – GRIEVANCE AND ARBITRATION . . . . .	10
ARTICLE 7 – EMPLOYEE RIGHTS AND REPRESENTATION . . . . .	13
ARTICLE 8 – COMPENSATION . . . . .	15
ARTICLE 9 – HOURS OF WORK AND WORK SCHEDULE . . . . .	17
ARTICLE 10 – OVERTIME . . . . .	22
ARTICLE 11 – COURT TIME . . . . .	24
ARTICLE 12 – PAID DETAILS . . . . .	26
ARTICLE 13 – SENIORITY . . . . .	30
ARTICLE 14 – HOLIDAYS . . . . .	31
ARTICLE 15 – VACATIONS . . . . .	33
ARTICLE 16 – MILITARY LEAVE. . . . .	37
ARTICLE 17 – PERSONAL LEAVE . . . . .	39
ARTICLE 18 – INJURY LEAVE . . . . .	40
ARTICLE 19 – UNION LEAVE TO PROCESS GRIEVANCES . . . . .	42

ARTICLE 20 – UNION LEAVE – UNION-RELATED MATTERS . . . . .	43
ARTICLE 21 – SICK LEAVE . . . . .	44
ARTICLE 22 – SPECIAL LEAVE . . . . .	47
ARTICLE 23 – BEREAVEMENT LEAVE . . . . .	48
ARTICLE 24 – TERMINAL LEAVE . . . . .	49
ARTICLE 25 – HEALTH AND WELFARE BENEFITS . . . . .	51
ARTICLE 26 – EMPLOYEE BENEFITS . . . . .	52
ARTICLE 27 – INCENTIVE PAY . . . . .	56
ARTICLE 27 – LONGEVITY . . . . .	59
ARTICLE 29 – MISCELLANEOUS PROVISIONS. . . . .	61
ARTICLE 30 – STABILITY OF AGREEMENT . . . . .	66
ARTICLE 31 – DURATION . . . . .	67



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and  
ANDOVER POLICE PATROLMEN'S UNION  
NEPBA LOCAL 9

PREAMBLE

THIS AGREEMENT entered into by the Town of Andover, hereinafter referred to as “the Employer” or “the Town”, and the Andover Police Patrolmen's Union, hereinafter referred to as the “Union”, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

## **ARTICLE 1**

### **RECOGNITION**

The Town of Andover recognizes the Union, NEPBA Local 9, as the exclusive bargaining representative for wages, hours, and conditions of employment of all police officers of the Andover Police Department excluding the chief, lieutenants, sergeants, crossing guards, clerks, custodians, and all other officers and employees of the Department and all other employees of the Town, pursuant to the State Labor Relations Commission certification in Case No. MCR-4170 dated October 29, 1992.

## **ARTICLE 2**

### **PAYROLL DEDUCTION OF UNION DUES**

**Section 1.** Pursuant to the provisions of the General Laws, Chapter 180, Section 17A, Union dues shall be deducted monthly by the Town from the salary of each employee who executes and remits to the Town a form of authorization for payroll deduction of Union dues. Remittance of the aggregate amount of dues shall be made to the Union Treasurer within thirty (30) days after the month in which dues are deducted.

**Section 2.** Such authorization may be withdrawn by an employee by giving at least sixty (60) days' notice, in writing, to both the Town and the Union Treasurer.

### **ARTICLE 3**

#### **PAYROLL DEDUCTION OF AGENCY SERVICE FEE**

**Section 1.** Pursuant to General Laws, Chapter 150E, Section 12, as amended by Chapter 903 of the Acts of 1977, it shall be a condition of employment that on or after the thirtieth (30th) day

of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Union an agency service fee which shall be equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received. Said agency service fee shall be deducted monthly.

**Section 2.** The Union agrees to indemnify the Town for damages or costs in complying with this Article. No request to dismiss or suspend an employee for non-compliance shall be honored so long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with all the provisions of General Laws, Chapter 150E, Section 12, or so long as an employee demand for rebate of part of the service payment remains in dispute.



## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

Except as specifically limited, abridged or relinquished by the express provisions of this Agreement, the Employer retains all the rights and authority it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage, direct and supervise the operations of the Police Department, including, but not limited to, the right to determine the methods and means of operations; the right to assign and transfer employees; the right to make reasonable rules and regulations for the conduct of employees; the right to determine policy; all as the Employer may from time to time deem best for maintaining efficient operations and to be in the best interests of the inhabitants of the Town.

## **ARTICLE 5**

### **NO STRIKE**

**Section 1.** The Union on its own behalf and on behalf of each of the employees it represents hereby agrees and covenants that it will not directly or indirectly authorize, approve, participate, or in any way instigate or encourage any strike, work stoppage, slowdown, sick-out, or the withholding of services including overtime service from the Employer.

**Section 2.** Any employee who participates in any unlawful action set forth in Section 1 shall be subject to disciplinary action including discharge.

## ARTICLE 6

### GRIEVANCE AND ARBITRATION

Section 1. A grievance is a dispute concerning the interpretation, application, or alleged violation of the express terms of this agreement.

Section 2. A grievance shall be processed in the following manner:

Step I. Grievances may be first presented by the employee and/or the Union representative to the officer designated by the Chief as in charge of the Employee's shift or such other officer designated and an earnest effort shall be made within the next 48 hours to adjust the grievance in an informal manner.

Step II. If the grievance is not resolved in Step I, the grievance shall be reduced to writing and presented to the Chief of Police or his designee within ten (10) days of the occurrence of the incident on which the grievance is based or when the employee first knew or should have known of the incident upon which the grievance is based. The Chief or his designee may meet with the Grievance Committee, within ten (10) days from the time the grievance is received by him to discuss and attempt to adjust the grievance; and he shall answer the grievance within seven (7) days after the meeting.

Step III. If the grievance still remains unadjusted, it shall be presented to the Town Manager or his designee in writing within ten (10) days after the response of the Chief of the Department is due. The Town Manager or his designee shall meet within ten (10) days of receipt of the grievance with the Grievance Committee, not to exceed three (3) employees, and the grievant, if he so desires to attend. The Town Manager or his designee may bring such other person(s) as he desires to be present. The Town Manager or his designee shall notify the grievant

and the Union of his decision in writing within ten (10) days of said meeting.

Step IV. If the grievance remains unresolved, the Union, and only the Union, shall within fifteen (15) days after the Step III answer is received or the date on which said answer is due, whichever first occurs, have the right to submit the matter to arbitration. Submission to arbitration shall be accomplished by mailing the grievance, postage prepaid, to the American Arbitration Association or a mutually acceptable third party arbitrator with a copy to the Town Manager. The arbitration shall be conducted pursuant to the then existing rules of procedure of the American Arbitration Association. The costs of the arbitrator's services and any fees of the American Arbitration Association shall be shared equally by the parties. The decision of the arbitrator shall be final and binding, subject to the provisions of General Laws, Chapter 150C, provided that the arbitrator shall not alter, amend, add to, or subtract from the provisions of this Agreement. Notwithstanding any contrary provisions of this Agreement, the following matters shall not be subject to the arbitration provisions of the Agreement:

1. Any matter that is outside the express terms of this Agreement or matters subject to Civil Service or Retirement Board Laws, Rules, or Regulations, except as in Item 3 below.
2. Any matter involving the discipline or discharge of a probationary employee.
3. Any matter involving the suspension, dismissal, removal, or termination of an employee who has completed his probationary period unless the employee and the Union elect arbitration as the exclusive remedy pursuant to General Laws, Chapter 150E, Section 8.

Section 3. A grievance shall be deemed waived unless submitted at each step by the

aggrieved employee and/or his representative within the time limits provided herein. Time limits may be extended by mutual agreement of the parties in writing. Saturdays, Sundays and holidays shall not be counted in any of the time periods specified in this Article. A group grievance concerning three (3) or more officers may be submitted at Step II.

Section 4. An employee's probationary period for Civil Service purposes shall be 12 consecutive calendar months from the date of graduation from the Police Academy.

## ARTICLE 7

### EMPLOYEE RIGHTS AND REPRESENTATION

Section 1. Employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or representative.

Without limit to the foregoing, the Town agrees that it will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under management or the law. Further, no representative, department official, or agent of the Town shall:

1. Interfere with, restrain, or coerce employees in the exercise of their rights to refrain from joining the Union;
2. Interfere with the formation, existence, operations, or administration of the Union;
3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Union;
4. Discriminate against an employee because he has given testimony or taken part in any grievance procedures, or other hearings, negotiations, or conferences for or in behalf of the Union; and
5. Refuse to meet, negotiate, or confer on proper matters with officers or representatives of the Union as set forth in this Agreement.

Section 2. The Union agrees not to discriminate against any employee covered by the

Agreement because of his nonmembership in the Union. The Union further agrees that it or its agents or officers shall not restrain or coerce the Town and its representatives in the selection of its representative(s) for the purpose of collective bargaining or the adjustment of grievances; and further, that it will bargain in good faith at all times with the Town.

## ARTICLE 8

### COMPENSATION

Section 1. Effective July 1, 2016 police officers covered by this Agreement shall receive a wage adjustment of 2.0%, effective July 1, 2017 they shall receive a wage adjustment of 1.5%, and effective July 1, 2018 they shall receive a wage adjustment of 2.0% as shown in the salary schedules below.

#### SALARY SCHEDULE EFFECTIVE JULY 1, 2016 – 2.0% Increase

Rank	Compensation Grade	Probation 12 Months (1)	1 Year (2)	1 Year (3)	1 Year (4)	1 Year (5)	(5)+20 Years (6) Year 25
Patrolman	P-1	\$51,784.38	\$55,216.68	\$56,926.20	\$58,927.44	\$60,892.98	\$61,501.92

#### SALARY SCHEDULE EFFECTIVE JULY 1, 2017 – 1.5% Increase

Rank	Compensation Grade	Probation 12 Months (1)	1 Year (2)	1 Year (3)	1 Year (4)	1 Year (5)	(5)+20 Years (6) Year 25
Patrolman	P-1	\$52,561.15	\$56,044.93	\$57,780.09	\$59,811.35	\$61,806.37	\$62,424.45

#### SALARY SCHEDULE EFFECTIVE JULY 1, 2018 – 2.0% Increase

Rank	Compensation Grade	Probation 12 Months (1)	1 Year (2)	1 Year (3)	1 Year (4)	1 Year (5)	(5)+20 Years (6) Year 25
Patrolman	P-1	\$53,612.37	\$57,165.83	\$58,935.69	\$61,007.58	\$63,042.50	\$63,672.94

Section 2. For the purposes of this Agreement, the weekly rate shall be the annual rate plus longevity, education and shift differentials divided by 52.2. The hourly rate shall be the weekly rate divided by the average number of scheduled work hours per week. The daily rate is the hourly



rate times 8.25. The overtime rate shall include holiday pay.

Section 3. Shift Differential:

Effective July 1, 1995:

4:45 p.m. - 1:00 a.m. – 8%

12:45 a.m. - 9:00 a.m. – 9%

Shift differential will be eligible for retirement computations.

Section 4. Temporary Assumption of Duties. Where a police officer is assigned to work a full tour of duty as a sergeant and does so work, he shall be paid the sum of eight dollars (\$8.00) for said tour over and above his regular police officer's pay. Service as a sergeant beyond eight (8) hours shall be compensated by a differential of one dollar (\$1.00) per hour in addition to the police officer's base overtime rate as provided by Article 10 to exclude details.

Section 5. Administration of Medical Procedures & Technology. The Town agrees to compensate each officer covered under this Agreement \$950.00 per year for being certified and trained in administering all Massachusetts state approved medical procedures and associated technology that are authorized for administration by police first responders currently governed by the Massachusetts Police Training Council, that have been or will be adopted by the Andover Police Department. This annual payment will be made in the first pay period September, following the successful state required training and certification/ re-certification for the approved procedures.

## **ARTICLE 9**

### **HOURS OF WORK AND WORK SCHEDULE**

**Section 1.** The hours of work for police officers covered by this Agreement shall be regularly scheduled as follows:

8:45 A.M. to 5:00 P.M.

4:45 P.M. to 1:00 A.M.

12:45 A.M. to 9:00 A.M.

Exceptions to this schedule may be made by the Chief due to special or unusual circumstances. Should the Chief determine to establish a regular shift other than as stated herein, the Union shall be given thirty (30) days' notice and a meeting arranged with the Union to explain the necessity for the change. Any person listed in Section 3 shall have the hours of work assigned by the Chief with Thirty (30) days prior notice given to the Union.

**Section 2.** The so-called 4 and 2 work schedule shall be operative in the Police Department. This schedule provides that an officer shall work four (4) consecutive days and have two (2) consecutive days off, thereafter on a six-week rotation cycle.

The Department's work schedule for police officers shall be opened annually during the month of November to allow the officers an opportunity to indicate their choice of shift. The new schedule shall be effective the first Sunday in February of each year or as soon thereafter to coincide with the start of a workweek. Consideration shall be given to seniority of the police officers to fill the shifts. Vacancies in shifts shall be filled in a like manner. An employee out on extended sick/injury leave may indicate his/her choice of shift. However, any change in differential pay will not take place until he/she returns to work.

The final decision in making shift assignments and filling shift vacancies rests with the Chief.

The Town shall incur no added cost as a result of approving a voluntary (choice or request of the employee) change in an employee's work group requested by the employee.

Section 3. The following assignments, as made in the exclusive judgment of the Chief of the Department, may be excluded from the provisions of Section 2 of this Article:

Police Officer - Detective	10% of Officer' s base rate of pay - (Effective January 1, 2000)
Safety Officer	10% of Officer' s base rate of pay - (Effective January 1, 2000)
Fingerprint/Photograph Officer	\$900 per year
Special Investigative Assignments*	
Juvenile Officer*	
Court Officer*	10% of Officer's base rate of pay – (Effective January 1, 2000) 5% of Officer's base rate of pay when working with a Sergeant
Crime Prevention Officer*	
DARE Officer	5% of Officer's base rate of pay for Officer assigned to position.
School Resource Officer*	
Motorcycle Officer*	
Firearms Instructor	
Training Officer*	
K-9 Officer	The K-9 Officer shall receive a stipend of four (4) hours of overtime per week at the officer's time and

a half rate of pay in compensation for the additional training and duties that are associated with the handling of the canine. The K-9 Officer shall be responsible for submitting this overtime each week. On weeks when the K-9 Officer is on vacation and the dog is kenneled during his absence, then the dog handler would not be eligible for this stipend.

Rape Officer\*

Traffic Officer

Field Training Officer

The Department may from time-to-time utilize officers in a capacity as Field Training Officers. When the need arises, the Department shall post positions for Field Training Officers so that officers are presented with an opportunity to indicate their interest in becoming a Field Training Officer. Selection to the position of Field Training Officer shall be made in the exclusive judgment of the Chief of Police. All Field Training Officers shall be under the guidance and direction of the Departmental Training Officer who shall be responsible for the direction and material of the training program. All Field Training Officers shall receive informal in-house training from the Training Officer prior to performing any training on their own.

All officers working in the capacity as a Field Training Officer shall receive a stipend of \$35.00 per eight (8) hour training period when assigned to train a new officer. It shall be the officer's responsibility to properly fill out and submit for payment the Department Stipend Form for Field Training Officers.

\*Should these assignments be established by the Town.

Officers on these assignments may be assigned to work a regular five (5) day week and, if so, shall receive two additional days off with pay every six (6) weeks at such times as determined by the Chief of the Department. Effective June 26, 2008, these two days must be taken within six weeks or be forfeited, unless the Chief approves their carry-over for special circumstances.

The assignment of a particular officer as Photographer shall not preclude the Town's requiring other police officers to take snapshots, as part of their duties, in situations arising during their tour of duty. By way of example and not limitation, officers may be required to take snapshots at motor vehicle accident scenes.

The Union recognizes that the Chief is the sole person who has the final authority in appointing personnel to these specialty positions. However, when these positions become available, they will be posted listing the job description. Any officer who has the desire may apply for the position. The Chief or his designee will make the final appointment and shall be posted within five (5) days of appointment.

Section 4. Any change made by the Chief in schedules of employees working the special assignments listed in Section 3, from a 5 and 2 work schedule to a 4 and 2 work schedule or vice-versa shall require sixty (60) days' notice to the Union and the employees affected by the change. Schedule changes can be made with less than sixty (60) days' notice with the employee's consent.

Section 5. Shifts as selected pursuant to Section 2 herein shall be posted on the bulletin board and shall not be changed without seven (7) days notice, except in an emergency.

Section 6. Time Off. Employees covered under this agreement may take accumulated time off in ¼, ½ or full days off. If an employee takes a ¼ day off it must be at the start of or end of his/her scheduled shift. Filling of ¼ day off on an overtime basis (should the ¼ day need to be filled) will only be paid for the actual time worked (2 hours). The minimum 4-hour call back in Article 10 Section 1 will not apply.

## **ARTICLE 10**

## OVERTIME

Section 1. All time worked in excess of the regularly scheduled hours shall be compensated at the rate of time and one-half the officer's regular hourly rate except in the case of special leave, court time, basic training time, short notice mandatory overtime listed in Section 3, and extra paid details, which shall be compensated as hereinafter provided.

Effective on date of execution of this Agreement, employees called in to work when off duty shall be paid a minimum of four (4) hours overtime pay except where called in within four (4) hours of their regular shift starting time, in which case overtime shall be paid only for the time worked in advance of the shift starting time.

Section 2. Distribution of Overtime. Overtime will be distributed among the officers pursuant to a chart wherein the officer with the lowest number of overtime hours, who is on his day off, shall be given first opportunity to work, and if none is available, to other officers who are not scheduled for overtime hours. Overtime shall first be offered within the unit or branch assigned (uniformed, regular police officers; detectives; reserve officers, other specialty units) prior to being offered to another unit or branch. If a Police Officer is out on sick time, then he/she will not be eligible for overtime work on the day of the illness or for a shift or detail on the next day if it immediately follows the sick shift. New officers shall receive the same number of hours in the extra workbook as the officer with the highest number of hours on the date of swearing in.

For purposes of determining the fair and equitable distribution of overtime hours worked, overtime refusals shall not be counted and separate overtime lists shall be maintained for the period beginning on the first Sunday in January and the first Sunday in July.

In distributing overtime, after an officer (or his answering machine) is called to work a

particular overtime shift (9-5, 5-1, 1-9), he (or his answering machine) need not be contacted again for that particular shift.

Paid sick leaves, paid vacation, paid holidays and other paid leave shall be counted as time worked for overtime purposes.

Section 3. Nothing in this Article shall prevent the Department from requiring overtime by regular police officers, detectives or reserve officers in emergencies, or as the needs of the service require, or where insufficient employees volunteer. If, however, an employee is required to work overtime on his/her scheduled day off, said employee shall be entitled to a compensatory day off as well as time and one half for the amount of overtime worked.

Section 4. Notwithstanding any provision of this Agreement to the contrary, new employees attending their basic police-training course at the State Police Academy or elsewhere shall receive their regular weekly compensation while in such attendance. New employees are not entitled to other provisions in this agreement while in attendance at the Academy except for accrual of vacation time, sick time, personal time, and seniority in grade standing. Upon successful graduation of the Academy the other provisions of this agreement shall apply.

## ARTICLE 11

### COURT TIME

Section 1. An employee on time off, who attends as a witness or in other capacity for or on behalf of the Commonwealth or the Town in a criminal or other matter pending in any court of the Commonwealth, or before any grand jury proceeding, or in conference with a District Attorney or Assistant District Attorney, or at any pre-trial Court conference, or any other related hearing or proceeding, or who is required or requested by any city, county, town, state, or the Federal Government, or any subdivision or agency of any of the foregoing, to attend to appear before any department, agency, board, commission, division, authority, tribunal, or official of the State or Federal Government, or subdivision, or agency of either of such governments, or who attends as a witness or in other capacity for or on behalf of the Government of the United States, the Commonwealth, or the Town in a criminal or other matter pending in a Federal District Court, or before a Federal Grand Jury proceeding, or a United States Commission, or in conference with a United States Attorney or Assistant United States Attorney, or at any Federal Court pretrial conference, or any other related hearing or proceedings, shall be entitled to and shall receive overtime compensation for every hour or part thereof to the nearest quarter hour during which he was in such attendance of appearance; but in no event shall such compensation be less than four (4) hours' pay on an overtime basis; provided, however, that if he so attends or appears, during any one day, on more than one (1) such occasion, he shall be entitled to such additional pay from the time of such first attendance or appearance on such day to the time of such last attendance or appearance on such day; provided, further, that if any such occasion occurs on a holiday which falls on an employee's day off, or during his vacation, the employee shall receive the additional



pay due as provided under the Holiday and Vacation provisions of this Agreement. Civil cases resulting from performance of duty shall be included in the above.

Section 2. Attendance at any of the tribunals set forth in Section 1 and being released upon appearance at any of the tribunals not being held for trial, shall entitle the officer to four (4) hours pay at the rate of time and one-half. Effective June 26, 2008, an officer appearing in a court that is equal to or greater in distance from Andover to the Salem Superior Court shall be paid at time and one-half with a minimum of 6 hours.

Section 3. Effective on date of execution of this Agreement, an officer required by the Department to report to the Department (station) in advance of going to court, in order to pick up necessary papers for court or for any other reason, will be paid court time from the time they arrive at the station.

## **ARTICLE 12**

### **PAID DETAILS**

**Section 1.** Paid details will be distributed among the officers pursuant to a chart wherein the officer with the lowest number of detail hours who is on his day off shall be given first opportunity to work, and if none is available, to other officers. Detail refusals shall not be counted as detail hours worked. For purposes of determining the fair and equitable distribution of details, new lists of detail hours worked shall begin on the first Sunday in January and the first Sunday in July as in Article 10, Section 2. All employees who shared in paid detail opportunities prior to this Agreement shall continue to share in their fair and equitable distribution.

**Section 2.** Paid details shall be paid in accordance with General Laws, Chapter 44, Section 53C (St. 1970, c. 344). Employees shall receive a minimum of four (4) hours compensation per detail at the following paid detail rates:

- a. Effective July 1, 2015, the detail rate shall be \$40.00 per hour for details where the work is performed by any Town department (including the Andover Public Schools), \$45.00 per hour for any Town hired contractor being paid from Town accounts, , and \$50.00 per hour for all other details. If the above stated rate changes as a result of bargaining, then the Town shall impact bargain the said change with subsequent units.
- b. Details on Sunday, non-Town, non-School, beginning at Midnight shall be at time and one-half the detail rate. If the detail goes over 8 hours then the number of hours is rounded up to the next highest hour. Details that begin on a Saturday and carry over into a Sunday are exempt from the Sunday rate unless the time on Sunday

exceeds one hour Then only the hours on Sunday will be paid at time and one half.

Effective July 1, 2009, non-Town and non-School details shall be compensated at time and one-half the regular hourly detail rate for Saturday and Sunday work, as well as night hours worked between 5pm and 7am, Monday through Friday. This time and one-half the regular detail rate shall not be cumulative with the rates provided under subsection (c) or (d) and Section 5.

- c. Details on all listed holidays, and after 6:00 p.m. on 12/24 and 12/31, non-Town, non-School, shall be 2 1/2 times the regular detail rate.
- d. If a detail goes beyond 4 hours but less than 8 hours, the officer shall be compensated for 8 hours pay. The detail rate will be time and a half the current rate for any detail greater than 8 hours rounded to the next hour. Any detail that starts in the morning and goes past twelve noon will be compensated by 8 hours pay.

Section 3. An officer designated as “in charge” of a paid detail of four (4) or more officers (i.e., the total detail includes a minimum of four (4) officers), where no superior officer is working said detail and the Chief or his designee determine that supervision on the detail is necessary, shall be paid the time and one half detail rate. This does not apply to Town of Andover functions for either Town or School Departments.

Section 4. Exceptions to this procedure may be made at the discretion of the Chief of Police should the security of the Department be involved or the person requesting the detail specifically in writing indicate a refusal to accept a particular officer. If safety of the public should be involved, then the Chief of Police or his designee may declare the detail a priority job that must be filled first. The Chief reserves the right to determine whether an assignment should be worked

as a paid detail or as overtime based on public safety needs.

Section 5. Hazardous Duty, when at the expense of an employer other than the Town of Andover, shall be paid at a rate of twice (2x) the detail rate. Hazardous Duty will be defined as any strike, picketing, protesting, demonstration, march or related activity that is marked by danger or is perilous in nature. The final decision of Hazardous Duty will be determined by the Chief or his designee.

If a Hazardous Duty detail goes over eight (8) hours, it shall be time and one half the Hazardous Duty rate. Paid detail hours involving Hazardous Duty shall be maintained on separate lists for the periods January 1st through June 30th and July 1st through December 31st for purposes of determining the fair and equitable distribution.

Section 6. Officers eligible to work details may not accept a detail if they have worked 36 detail hours in that work week. For purposes of this section the work week shall be from 0001 Hours on Sunday to 2400 hours on Saturday. Officers may accept details even if it puts them over the 36-hour limit as long as when they accept said detail they are under the 36-hour limit. Exceptions to the 36-hour detail limit may be made with permission of the Chief of Police or his designee.

Section 7. The Town agrees to continue to honor the Town Manager's Administrative Directive 78-1, originally dated August 29, 1978, and subsequent revisions. Specifically but not limited to Section II.1 requiring police officers on or next to public ways as listed in Section III and Section II.2 giving the Police Chief or his designee the authority to determine whether a police officer is needed on any public way. In the event that a police officer is unavailable, the Chief of Police or his designee may allow auxiliary police officers, special police officers, Andover

firefighters, other police agencies, or flag men to perform the detail operations.

Section 8. A joint committee may be established consisting of three (3) representatives of the Town and three (3) representatives of the Union, for the purpose of developing a Town policy with respect to when details should be required on roadwork. The final decision as to any such policy shall remain within the exclusive judgment of the Town and shall not be subject to grievance and arbitration.

## **ARTICLE 13**

### **SENIORITY**

Seniority as applied pursuant to Article 9 for the selection of shifts and filling of vacancies thereof, and pursuant to Article 15 for the selection of vacation periods, shall be based upon continuous, full-time service with the Andover Police Department measured from the last date of appointment to the Department as regular police officers.

The provisions of this Article shall apply to all employees hired on or after July 1, 1978. Prior employees shall maintain their seniority as established by predecessor collective bargaining agreements.

## **ARTICLE 14**

### **HOLIDAYS**

**Section 1.** The following eleven (11) days shall be considered paid holidays: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. Holiday pay shall be the individual's hourly rate times 8.25 hours and shall be paid to each employee in addition to his weekly salary, whether he worked the holiday, was on vacation, emergency leave, injury leave, ordered military leave, or excused absence, including sick or funeral leave.

When an officer's scheduled day of work falls on a holiday listed above and he works that holiday, his holiday pay shall be at the rate of time and one-half rather than straight time.

Holiday pay shall be paid within two pay periods of each holiday.

When a patrolman works an extra shift on a holiday, he/she shall receive a Holiday Due as well as time and one half for the shift worked. When a patrolman works a swap on the holiday, he/she shall receive the Holiday Due for that shift. Effective from July 1, 2016 through June 30, 2018, if a patrolmen works a 1600-2400 shift on the eve of Thanksgiving he/she is entitled to receive a compensatory Holiday due equal to the hours worked, which must be used in the same fiscal year as accrued and only with preapproval from the Chief of Police or designee at least four days in advance, and may not be carried over. Effective starting July 1, 2017, if a patrolmen works any shift on the eve of Christmas or New Years he/she is entitled to receive a compensatory Holiday due equal to the hours worked, which must be used in the same fiscal year as accrued and only with preapproval from the Chief of Police or designee at least four days in advance, and may

not be carried over. Effective starting July 1, 2018, if a patrolmen works any shift on the eve of Thanksgiving he/she is entitled to receive a compensatory Holiday due equal to the hours worked, which must be used in the same fiscal year as accrued and only with preapproval from the Chief of Police or designee at least four days in advance and may not be carried over. The Police Chief has the right, at his discretion, to allow Holiday due hours to be cashed out in the final year of employment; the Chief's decision to exercise or not exercise such discretion and the number of hours cashed out shall not be subject to grievance and arbitration, and the Chief's decision to allow Holiday due hours to be cashed out shall not create a practice or establish any precedent. (This last sentence applies to compensatory day off not Holiday Pay) Officers assigned to the 5 and 2 administrative schedule shall have the option of working the Holiday and receiving a compensatory day off as outlined in this article or taking the day off as a Holiday.

The filling of vacant shifts will be honored on these major holidays (Christmas, New Year's, Thanksgiving, July 4th and after 5:00 P.M. on Christmas Eve and New Year's Eve) and department may mandatory for last minute sick calls. When a patrolman is scheduled to work on a holiday and wishes to take a vacation day, personal day or a Holiday Due, he shall secure a suitable replacement to work his scheduled shift. The procedure requiring an officer to secure a suitable replacement when he/she is taking time off on a holiday shall be an exception to Article 10, Section 2, Distribution of Overtime.

Section 2. "Days Due" for Holidays Worked. When an officer specifies two (2) weeks in advance of a holiday he is scheduled to work that he prefers a compensatory day off (one day off) to the time and one-half cash payment specified in Article 14, Section 1, Paragraph 2, said time off will be permitted so long as: (a) it is scheduled with the approval of the Chief; (b) there are



no more than three (3) employees absent on the requested shift; (c) where scheduling of compensatory time (days due) cannot be accomplished prior to the end of the fiscal year, up to three (3) compensatory days may be carried over into the next fiscal year.

Section 3. Members may individually elect (by notifying the Chief in writing by July 1<sup>st</sup> of each fiscal year) to have the value of all eleven (11) of their paid holidays per Article 14 of this agreement deposited into a 457 retirement plan in the member's name at the end of the fiscal year in June, instead of having those days paid to them as they occur throughout the course of the year. [note: As of January, 2013 the IRS limits the maximum annual contribution an employee can make to his/her 457 plan to \$17,500 + an additional \$5,500 for those over 50 years of age. When an employee's total elected deposits would exceed the IRS maximum, the balance will be paid out to the employee in his/her paycheck.]

## **ARTICLE 15**

### **VACATIONS**

**Section 1.** All employees covered by this Agreement shall be entitled to the following vacation (effective 07-01-02):

After 1 year of continuous service – 10 days

After 5 years of continuous service – 17 days

After 10 years of continuous service – 25 days

After 15 years of continuous service – 30 days

Employees hired on or after July 1, 2015 shall be entitled to the following vacation time:

After one (1) year of Continuous service	10 days
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After five (5) years of Continuous service	15 days
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After ten (10) years of Continuous service	20 days
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After fifteen (15) years of Continuous Service	25 days
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After twenty (20) years of Continuous service	30 days
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Vacation time will be awarded on July 1<sup>st</sup> of each year. New employees will be awarded their vacation time on the 1-year anniversary from their original hire date. Their vacation time will then be pro-rated at the beginning of the next fiscal year (July 1<sup>st</sup>) to bring that new employee in line with the annual vacation award date of July 1<sup>st</sup>.

**Section 2.** The vacation period shall commence on July 1<sup>st</sup> and it shall terminate on June 30<sup>th</sup>, excluding the weeks of Christmas and New Year's, unless an employee is not scheduled to work at any time of the day or night of New Year's Eve and New Year's Day or Christmas Eve

and Christmas Day or if arrangement has been made with a fellow officer to fill in for him at said time, subject to the prior approval of the Chief.

Section 3. Upon termination of active employment, the employee shall receive payment on a pro rata basis equal to the amount of vacation pay he would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's beneficiary as specified under his State Retirement Plan.

Section 4. For the purposes of this Article, a week's vacation shall be computed as five (5) days of work for each week of vacation.

Section 5. Summer vacation leave periods shall be allocated in accordance with employee seniority, within ranks, which seniority shall be determined in accordance with the provisions of Article 13. The Summer vacation period shall begin on June 1 and terminate on Labor Day. Subject to the needs of the Department, employees entitled to vacation shall, at their request, receive no less than two (2) weeks vacation during such Summer vacation period.

All Summer vacation requests or picks shall be submitted to the Police Department in writing no later than February 15<sup>th</sup>. The Summer vacation list shall be prepared by the Department in accordance with seniority choice of certain vacation leaves during such period and posted no later than the first of the following month (March). Employees sick or disabled and unable to come to the station to make their requests or picks shall be permitted to make such requests or picks by mail, after full information is given them as to the Summer vacation list. If an employee fails to submit his Summer vacation request or pick by February 15<sup>th</sup>, he shall go to the bottom of the vacation seniority list and be granted his appropriate Summer vacation accordingly if possible.

Any additional Summer vacation weeks open and available after the February picks and the March 1<sup>st</sup> posting shall similarly be subject to seniority requests and picks and submitted to the Department within twenty-one (21) days after notice of such additional Summer vacation weeks shall have been posted on all Department bulletin boards, and such additional Summer vacation lists shall be prepared by the Department in accordance with seniority choice of such additional vacation weeks during such Summer vacation period and posted forthwith after receipt of requests and picks therefore. Summer vacation weeks that may become available because of a transfer or leave of absence, death, retirement, resignation, injured leave, sick leave, or cancellation of an employee's vacation leave due to court appearances shall be deemed "additional Summer vacation weeks" as aforementioned, and bid for and picked as "additional Summer vacation weeks" in accordance with the above procedures but at the time of such new availability, notice shall be posted on the bulletin board, provided, however, that an employee out, injured, or sick, or who has canceled his Summer vacation leave, shall not lose his eligible vacation leave but shall receive same on return from sick or injured leave or in the case of a cancellation, at a later time within the vacation year in which such leave was credited to him.

Subject as aforesaid, the number of men who shall be on vacation at any one time shall be determined by the Department.

Vacation assignments outside of the Summer vacation period shall be granted to employees entitled to a vacation, at such time or times as the Department, in its reasonable discretion, shall determine, provided, however, that all employees entitled to vacation leave shall receive same during each calendar year.

Section 6. If an employee is out of work on "injured leave" when he is scheduled to be on

vacation, he shall remain on injured leave and shall be entitled to his vacation after he returns to work, provided there is sufficient time remaining during said calendar year.

Section 7. If an employee who qualified for a vacation is unable to work and is on sick leave status, whether compensated or not, such employee may, at his option, be allowed to take his vacation during the period of such sick leave.

Section 8. In determining vacation eligibility of employees in accordance with the provisions of Section 1 hereof, the prior employment of employees by the Town in a capacity other than as a police officer shall be credited to each such employee provided, however, such employee has not severed his/her employment with the Town.

Section 9. Effective June 26, 2008, employees shall be allowed to carry over two (2) weeks of their vacation entitlement beyond June 30<sup>th</sup>, but must take such weeks prior to the end of the calendar year or lose such entitlement.

## **ARTICLE 16**

### **MILITARY LEAVE**

**Section 1.** For training requirements an officer will be allowed up to thirty (30) Military Leave days without being required to submit any reimbursement of money to the Town. Any Military Leave which is in excess of the said thirty days will require the officer to submit his/her Military Leave Earning Statement (LES) in order to reimburse the Town. The Police Chief has the right, at his discretion, to award additional military days; the Chief's decision to exercise or not exercise such discretion and the number of additional days awarded shall not be subject to grievance and arbitration, and the Chief's award of additional military days shall not create a practice or establish any precedent. The Town's obligation will be to make up the difference between the officer's military base pay and his/her regular weekly rate of pay. Officers who work in excess of eight (8) days in a row because their military training falls on their scheduled days off, are allowed to use up to two Military Leave Days during the week preceding or following their military training. All officers attending military training will submit a copy of their military orders to the Department when they are issued.

**Section 2.** If an officer who is a member of a reserve military unit is called to active duty, the Town will pay said officer the difference between his/her military base pay and the officer's regular weekly rate of pay

In addition, the Town will maintain its share of either an individual or family (whichever should apply) medical coverage for the term of the officer's call to active duty. Officers will be required to submit copies of their Military LES as they become available. The Chief may allow

vacation carry-over in excess of allowances noted in this collective bargaining agreement. Any excess vacation time must be used within twelve (12) months of the officer's return to duty. This section is meant to supplement the Soldier's and Sailor's Relief Act of 1984 and it is not meant to replace it or any other Federal or State benefit.

Section 3. Officers and the Town will comply with the Town of Andover Military Service Policy that conforms with the USERRA Charter 708 of the Acts of 1941 and relevant provision of the Massachusetts General Laws, with respect to employment, re-employment and protection of benefits during military service.

## **ARTICLE 17**

### **PERSONAL LEAVE**

Each employee shall receive two (2) non-accumulating personal leave days as an independent benefit in each fiscal year thereafter. An employee shall provide 24-hour's advance notice when desiring to take a personal day.

## **ARTICLE 18**

### **INJURY LEAVE**

**Section 1.** When a Police Officer is incapacitated for duty because of injury or illness sustained in the performance of duty (including paid detail duty) without fault of his/her own, he/she shall be granted leave without loss of pay in accordance with M.G.L. Chapter 41, Section III F and will be indemnified for reasonable and customary expenses in accordance with M.G.L. chapter 41 Section 100, subject to the provisions outlined below and pursuant to the Department's Injury on Duty Policy.

**Section 2.** Employees must notify the department of any on-the-job injury as soon as it occurs or as soon thereafter as possible. Whenever possible, the injured employee's supervisor should be called to the scene.

**Section 3.** Determination of IOD Status. The determination of eligibility for IOD status in accordance with M.G.L. Chapter 41, Section 111F shall be made by the Town Manager or his/her designee. Prior to the approval of eligibility for benefits under this section, the Police Officer may be placed on non-occupational sick leave. If during the period in which the Town is determining eligibility for injured on duty status the employee exhausts his/her banked non-occupational sick leave, and the delay in making the determination is not unduly caused by an act or omission of the employee, the Town will provide the employee with additional sick leave up to the date of determination. If the request for benefits under this section is approved, the period of the non-occupational sick leave shall be converted retroactively to Injured on Duty status.



Section 4. Physical/Psychological Examinations. The Town may require a Police Officer who requests benefits under this section to submit to physical or psychological examinations, at the expense of the town, prior to being placed on IOD Status and at reasonable intervals once such status has been granted. Such examinations may include the assessment of incapacity, diagnosis, prognosis and causation. Such examinations will be conducted by a physician who is Board certified or is a specialist in the field, which is directly related to the illness/injury for which benefits are sought.

Section 5. As a condition of receiving benefits under C. 41, § 11 IF or reimbursement of medical expenses under C. 41, § 100, the employee shall sign a release to the Town for all hospital and medical records which are relevant to the determination of eligibility for such benefits. All employee medical information will be kept strictly confidential as provided by all applicable laws.

Section 6. Disputes involving eligibility for benefits under this Article shall be resolved under the grievance - arbitration provisions of this Agreement.

Section 7. Medical Case Management. The Town or its designed occupational health consultant will review all requests for indemnification of medical expenses and will make payment for indemnification of medical expenses and will make payment for reasonable and customary charges.

## **ARTICLE 19**

### **UNION LEAVE TO PROCESS GRIEVANCES**

Two (2) Union representatives to be allowed reasonable time off for the processing of grievances under the grievance procedure.

## ARTICLE 20

### UNION LEAVE – UNION-RELATED MATTERS

Ten (10) days total per fiscal year to be allowed for attending conferences, seminars, Peace Officers Memorial Day, etc., regarding Union business, etc. Five (5) days written notice to the Chief is required.

In those years in which the NEPBA holds its convention for the purpose of electing its officers, in addition to the ten (10) days of Union leave, one delegate and one alternate to said convention each will be allowed up to 3 days off with pay provided the dates of the actual convention (not travel days) fall on scheduled work days of the chosen delegate and alternate.

## ARTICLE 21

### SICK LEAVE

Section 1. Effective July, 1978, each employee shall be credited with sick leave at the rate of one and one-quarter (1¼) days for each month of service to a maximum of two hundred (200) days. Employees hired on or after July 1, 2013 will be credited with sick leave at a rate of one (1) day for each month of service to a maximum of one hundred and fifty (150) days. \_Effective January 1, 2009, sick leave days earned for all employees over the course of the previous twelve month period will be permanently valued at the member's daily rate of pay in effect as of the first payroll of each calendar year. Any sick leave used or sold back during the course of the year will be deducted from the members accumulated sick leave balance in the order of newest to oldest days earned. Any accumulated sick leave balance on the books as of the last payroll of December, 2008 will be valued at the employee's daily rate of pay in effect as of the first payroll of January, 2009.

Section 2. Sick leave shall be used only for the necessary absence of an employee as the result of his own sickness or injury, provided, however, should an emergency arise and a member of the employee's immediate family, as hereafter defined, become sick or ill, an employee may be excused from work, not to exceed one (1) day for each occurrence to be charged against accumulated sick leave, for the purpose of rendering emergency assistance to the sick or ill member of the employee's family. Additional days may be granted at the discretion of the Chief. The Town may require a doctor's certificate substantiating that such illness exists. Said sick leave shall be charged against such employee's sick leave.

Immediate family is defined as spouse, children, mother, father, or relatives who reside

permanently with the employee.

Section 3. Any employee absent for three (3) days or more, or absent the day before or day after any scheduled day off (including vacation periods) may be required by the Town to submit satisfactory proof of illness prior to receiving sick leave pay. If a pattern of sick leave abuse exists, of which the employee has been warned, the Town may take appropriate disciplinary action, following an investigation by the Town Manager or his designee.

Section 4. An Officer who has taken sick leave cannot be offered or accept voluntary overtime or a paid detail for at least 15.5 hours after their missed shift, if the Officer's annual sick time has exceeded 4 incidents in the current fiscal year. If the Officer provides a Doctor's note detailing the nature of the illness or injury, that incident shall not count against the Officer. The Chief maintains the right to require Officers to work in cases of emergency.

Section 5. In the event that a patrolman dies before he/she leaves the employment of the Police Department, then any unused sick time will be paid to the surviving beneficiary.

Section 6. Effective July 1, 2008, members in the bargaining unit may buy back sick days in increments of five (5) days not to exceed twenty (20) days in any fiscal year. To qualify, a member must accrue and maintain a minimum of sixty (60) sick days prior to participation in the program. Members may elect to receive payment for the days bought back, or to have the value of those days deposited by the Town into a Town sponsored 457 retirement plan in the member's name, or any combination of the two in increments of five (5) days (e.g., 5 days pay, 10 days into 457 plan, etc.).

To participate in this program, the Officer must notify the Chief in writing by the last Friday in May. Members who have used six (6) or more unexcused sick days during the fiscal year will

not qualify to participate in this program. Sick leave buy-back payments and/or deposits shall be made in June of each fiscal year. Officers receiving payment under Article 28 Section 2 are not eligible for this sick leave buy-back program.

“Unexcused sick days” are any sick days taken by the officer, either individually or in succession, that are unsubstantiated by either a physician’s written diagnosis of injury, illness, and/or recovery/therapy plan, or other legitimate reason as authorized by the Chief or his designee.

Section 7. Family and Medical Leave Act: Notwithstanding any conflicting provision of the Agreement, where an employee requires time off due to the serious illness of an immediate family member or other qualifying FMLA event, he/she will be entitled to a maximum of 12 weeks (26 weeks to care for a seriously ill or injured military service member) of unpaid FMLA leave. The Town may designate such leave as an FMLA leave, whether requested by the employee or not, and deduct from accumulated sick time, vacation or other accrued time to pay for what otherwise would be an unpaid leave.

## **ARTICLE 22**

### **SPECIAL LEAVE**

Each employee in the bargaining unit shall be granted special leave (swaps) with pay for a day on which he is able to secure another employee to work in his place. The employee agreeing to cover a shift for another officer is responsible for that shift.

A four (4) hour notification shall be required under normal circumstances. "Notification" does not suggest approval is required. Swaps shall be at no expense to the Town. Approval of swaps may be denied by the Chief of Police or his designee if extraordinary circumstances may create a shortage in manpower staffing.

## **ARTICLE 23**

### **BEREAVEMENT LEAVE**

In the event of a death in the immediate family of an employee, he/she shall be entitled to six (6) calendar days of leave without loss of pay in order to make necessary arrangements and to

attend to funeral or memorial services. Said leave shall not be charged to sick leave or vacation leave. Immediate family shall mean spouse, children, and significant other. In the case of the death of a parent, brother or sister, he/she shall be entitled to four (4) calendar days of leave. In the case of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, or other relation who resided permanently with the employee, the employee shall be entitled to two (2) working days off without loss of pay in order to attend the funeral or memorial services.

The Chief of Police may use discretion in increasing the length of time for funeral leave and may award funeral leave for relationships not listed above.

## **ARTICLE 24**

### **TERMINAL LEAVE**

**Section 1.** An employee of the Town of Andover who becomes eligible for retirement under the State Retirement System and terminates his employment with the Town shall be entitled



to pay for that portion of his unused accumulated sick leave, as follows:

- a. Employees hired prior to June 26, 2008, shall be entitled to a maximum Terminal Leave benefit of one hundred and twenty (120) working days after thirty (30) years of service or more, pro-rated for less years of service (See Article 21, Section 1 for the valuation of days).
- b. Employees hired between June 26, 2008 and June 30, 2013, shall be entitled to a maximum Terminal Leave benefit of one hundred (100) working days after thirty (30) years of service or more, pro-rated for less years of service (See Article 21, Section 1 for the valuation of days).
- c. Employees hired on or after July 1, 2013, shall be entitled to a maximum Terminal Leave benefit of seventy-five (75) working days after thirty (30) years of service or more, pro-rated for less years of service (See Article 21, Section 1 for the valuation of days).
- d. Employees hired on or after July 1, 2015, shall be entitled to a maximum Terminal Leave benefit of fifty (50) working days after thirty (30) years of service or more, pro-rated for less years of service (See Article 21, Section 1 for valuation of days).
- e. Employees hired on or after July 1, 2016, shall be entitled to a maximum Terminal Leave benefit of twenty-five (25) working days after thirty (30) years of service or more, pro-rated for less years of service (See Article 21, section 1 for valuation of days).
- f. Other accumulated time (vacation days, personal days, Holiday Dues) shall be paid in accordance with the calculation of the daily rate as specified in Article 8 Section

2 of the Patrolmen's contract. For the purpose of Article 8 Section 2, the rate is calculated as the annual rate plus longevity, education, shift differential divided by 52.2. The hourly rate shall be the weekly rate divided by the average number of scheduled work hours per week. For the purpose of this section, Patrolmen work 38.5 hours per week. The daily rate is the hourly rate times 8.25. This is referred to as the Martellini decision entered into on April 28, 2003.

Section 2. Upon cessation of active employment, the employee shall not accumulate sick leave, vacation, holidays, or any other benefits.

## ARTICLE 25

### HEALTH AND WELFARE INSURANCE

Health and welfare benefits provided in accordance with Chapter 32B shall be continued for the life of this Agreement. All members covered under this agreement who were hired after July 1, 2017 and who are enrolled in the employer's HMO health insurance plan shall be required to contribute thirty percent (30%) towards the premium cost for their employer provided health insurance benefits.

The agreement entered into between the parties dated April 28, 2015 regarding health insurance plan design is subject to revision either by the Town invoking the provisions of G.L. c.32B §§ 21-23, or by negotiations pursuant to M.G.L. c.150E to the extent required by law.

Members may participate in the Town's Flexible Spending Account (FSA) program and elect to have up to the IRS allowed maximum per year withheld from their paychecks for the purpose of covering health-related expenses, and up to the IRS allowed maximum per year withheld for dependent care expenses, with pre-tax dollars.

## **ARTICLE 26**

### **EMPLOYEE BENEFITS**

**Section 1.** Those records which are public information are available to anyone, including the Union, for review. Any copies requested would be provided at Union expense.

**Section 2.** Employee personnel file would be reviewed at a mutually convenient time in the presence of Chief by scheduling an appointment. Employee to be shown new material placed in file which may be derogatory in nature and shall be given an opportunity to sign that he has seen same. Employee may file written rebuttal. Copies supplied at employee expense.

**Section 3.** Internal Investigations. Whenever any bargaining unit employee is subject to questioning by the department for any reason which could lead to criminal charges, such questioning shall not take place before an employee is advised of the nature of the charges or possible charges against him, his right to remain silent and his right to have counsel present before the commencement of the questioning. Where counsel is not available within 24 hours, the investigation may proceed.

Where an investigation is not criminal in nature, the employee may have a Union representative present during any questioning.

#### **Section 4. Maternity Leave**

**Section 4.1** The purpose of this article is to ensure that female officers, who are pregnant, will be fully utilized in a capacity that will not endanger the officer, the fetus, other officers, or the general public. This article is intended to extend to the officers the opportunity to modify their duties and responsibilities during the term of their pregnancy.

The Department and the Union recognize that pregnancy is not a disability. Each

pregnancy is different, and pregnant officers have the right to be treated as individuals with decisions about their ability to work based upon their individual pregnancies and their respective current assignment. We further recognize that both state and federal law prohibit discrimination on the basis of pregnancy. Accordingly, the fact that an officer has become pregnant shall not be cause for any involuntary change in the terms and conditions of her employment. However, if it is determined that the officer is unable to perform the essential functions of the current assignment or is placing herself or other officers' safety in jeopardy as a result of being unable to perform the functions of her assignment, then said officer may be reassigned to other duties as outlined in Section 2. We further recognize that pregnancy is a personal and confidential matter. No officer shall be required to disclose that she is pregnant. Any officer who does disclose her pregnancy shall be entitled to have all information relating to the pregnancy kept confidential.

Section 4.2 The Department and the Union recognize that some officers may desire a change in duties during their pregnancy because of concern for their health or safety or for the health and safety of their fetus. In addition, pregnant officers may become medically unable to perform the essential functions of their position. Therefore, the Department will honor the request of any pregnant officer to be placed on modified duty under this section. After a request is received, the Department shall assign the officer to non-confrontational administrative duties. The officer would be assigned to the day Shift Commander and assigned to duties as needed inside the station. These duties may include:

1. Communications
2. Desk operations
3. General clerical work

4. Warrant management
5. Training
6. Crime prevention services
7. Media relations
8. Computer operations
9. Evidence room duty
10. Court officer duties
11. Such other limited duty assignments as may be agreed upon.

These assignments shall be on an administrative schedule (Monday through Friday 08:45 - 17:00). The officer can continue to receive the same incentives she was receiving prior to the re-assignment (i.e. Night Shift differential) or she can opt to not receive the Night Shift differential and receive accumulated days in the same manner as other officers currently on the administrative schedule.

Modified duty shall not limit court time or overtime for the assigned position which the officer is capable of performing. The officer would continue to wear the Department uniform until it becomes impractical to do so. That time would be determined by the officer. At that time, the officer may wear maternity clothing appropriate for the office.

Section 4.3 Upon request, an officer shall be exempted for qualification with her weapon during the course of her pregnancy. She shall not be required to re-qualify until the conclusion of her maternity leave.

Section 4.4 A pregnant employee shall be eligible to take accrued leave during her pregnancy and post delivery. Employees will be entitled to all benefits and rights under the Family

and Medical Leave Act.

Section 4.5 Subject to the operating needs of the Department, employees may be granted leave utilizing their accrued time in order to attend to the birth, adoption or care of a new child. Employees will be entitled to all benefits and rights under the Family and Medical Leave Act.

## ARTICLE 27

### INCENTIVE PAY

Section 1. The Town agrees by the terms of this contract to implement the provisions of the police career incentive pay program of Chapter 835 of the Acts of 1970 (Chapter 41, Section 108L) per Town Meeting vote of April 5, 1983. Should the state discontinue funding its portion of Ch 41 Sec 108L; the Town shall maintain the full education incentive at the current rate.

Section 2. Courses other than those enumerated in Mass. General Laws Chapter 41, Section 108L must be approved by the Town Manger to be eligible for enumeration. The guideline for approving courses is whether such courses contribute to the field of police efforts and effectiveness of the Police Department. The range of acceptable programs includes not only criminal justice and law enforcement but also those in the field of sociology, psychology, English, mathematics, chemistry and other liberal art subjects as well as business administration, which potentially contribute to better police effectiveness.

a. Employees (hired prior to 7/1/11)

For any employee who has or obtains a degree from an accredited institution, the Town shall provide base salary adjustments for educational incentives at the following levels:

Associate's Degree:	10%
Bachelor's Degree:	20%
Master's or Law Degree:	25%

This benefit is available to all employees hired prior to July 1, 2011. It is the intent of the parties that all members with degrees as set forth above receive this benefit as part of their current compensation, and that any current employee hired prior to July 1, 2011 shall



receive the benefit upon presentation to the Town of proof of their being awarded a degree by presenting an official transcript. The educational incentive shall be part of the officers' weekly compensation calculation as is the current practice in the department prior to July 1, 2011.

b. New Employees (hired 7/1/11 and after)

For any new employee who has or obtains a degree from an accredited institution and provides an official transcript from said Institution shall be provided a yearly education incentive at the following levels:

**Patrol**

<b>Associate's Degree</b>	Annual education incentive of \$5500.00
<b>Bachelor's Degree</b>	Annual education incentive of \$8000.00
<b>Master's or Law Degree</b>	Annual education incentive of \$10,500.00

Officers who qualify for this benefit prior to July 1<sup>st</sup> of the first fiscal year shall receive the full stipend for that upcoming fiscal year (i.e. if an officer provides evidence of his/ her degree in June 2013, he/she will be entitled to receive the full stipend for FY14). Where

an officer becomes eligible after July 1<sup>st</sup>, that officer's stipend shall be pro-rated (i.e. if an officer becomes eligible on January 1<sup>st</sup>, he/she will receive 50% of the stipend).

c. Not Contingent on G.L. c.41, Section 108L

This provision is purely a matter of contract between parties, and is in no way contingent upon G.L. c.41, sec. 108L. Therefore, this provision shall remain in effect in the future regardless of subsequent changes to Sec. 108L by the Courts, the Governor or the Legislature. To the extent that the police officers qualify for benefits hereunder shall cooperate with the Town in order that the Town may receive the maximum reimbursement allowable.

**ARTICLE 28**

**LONGEVITY**

**Section 1.** Employees covered by this Agreement shall receive an annual longevity pay in

accordance with the following schedule:

Effective July 1, 1986:

5 years – 2.0%

10 years – 2.5%

15 years – 3.0%

20 years – 3.5%

25 years – 4.0%

Longevity will be paid weekly and included with the weekly paycheck.

Section 2. Beginning on January 1, 2000, all members covered under this Agreement who have served a minimum of eight (8) years with the Andover Police Department shall be eligible, upon written request to the Chief of Police, to receive an additional fifteen percent (15%) Longevity Stipend, payable weekly, for up to fifty-two weeks or one year. This longevity stipend shall be a one-time Town benefit and it shall be in addition to the member's current longevity payment and it shall be calculated in the same manner.

If a member uses more than six (6) unexcused sick leave days at any time during this fifty-two week longevity period, then this benefit will immediately cease. [See Article 21, Section 6 for definition of "unexcused sick day"]

This benefit shall not be retroactive. In the event that the member stops the benefit or if the benefit ceases due to the member using more than six (6) unexcused sick leave days, then the member shall not be entitled to the remainder of the benefit and the member shall have exhausted his/her right to this one-time longevity stipend.

Effective June 26, 2008, this section pertaining to the one-time 15% Longevity shall not

apply to new employees hired after that date.

## ARTICLE 29

### MISCELLANEOUS PROVISIONS

Section 1. Should any provision of this Agreement be found to be in violation of any Federal or State Law or Civil Service Rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2. No Discrimination. The parties of this Agreement agree they shall not discriminate against any person because of his race, religion, creed, color, natural origin, sex, or age and that such persons shall receive the full protection of this Agreement.

Section 3. Uniform Allowance.

Fiscal Year 2015:     \$1,000.00

Fiscal Year 2016:     \$1,000.00

(Pro-rated for first year employees)

Beginning July 1, 2002, a uniform allowance account for each individual Officer will be maintained by the Town.

Changes in uniform shall be discussed with the Union and paid for by the Town. Damaged uniforms and "listed" equipment are to be replaced by the Town. Inspection of damaged article is required. Leather goods (gun belt, ammo holster, hand cuff case, baton holder, radio holder, holster, belt keeper) after normal wear and tear are the responsibility of the police officer. Each cruiser is to be supplied with one flashlight.

Purchases under this Section must be made from a list of qualified vendors as established by the Chief of Police and may be denied at the discretion of the Chief of Police. The following uniform equipment purchased by the Town shall be returned to the Town by an employee upon

his retirement or during any extended leave of absence for disability or other reasons:

All Department Weapons	Breast Badges (2)	Handcuffs
Radio Holder	Winter Hat Badge	Riot Helmet
Gas Mask	I.D. Card	Portable Radio
Collar Pins (2)		

Section 4. Bulletin Boards. Space will be provided at the station house for the Union for the purpose of announcements or other materials relating to Union business. Material to be posted shall be approved in advance of posting by the Chief of the Department.

Section 5. No monies shall be expended under any provision of this Agreement unless and until an appropriation has been made therefore. Should the Town be unable to fund all of the cost items in each year of the Agreement, the parties agree to reopen negotiations for the year or years in question.

Section 6. All officers covered by this Agreement are required to possess and maintain a valid Massachusetts driver's license as well as a valid Massachusetts License to Carry Firearms Permit that has been issued by the Andover Chief of Police. Nothing in this section shall prohibit the Chief of Police from allowing an officer to carry a firearm on the authority of the Badge.

Section 7. In-Service Training shall be attended by Officers every year as assigned by the Department. When attending In-Service Training week, Officers will be scheduled to have the weekends off before and after said training. Officers shall have the Friday off during Training week, in exchange for attending firearms training, without compensation, at a later date to be determined by the Department. Officers attending the training as outlined in this section, shall receive four (4) hours of regular pay. This payment shall be made in the month of June. Any

Officer who has graduated from a recognized recruit academy and is not required to attend an In-Service Training week will be afforded the option of time and one-half pay or compensatory time off for Department firearms training.

Section 8. Residence Requirement: All Officers covered by this agreement shall reside within fifteen (15) miles of the limits of the Town of Andover and within the Commonwealth of Massachusetts. Said distance, within the Commonwealth, shall be measured from the closest border limits of Andover to the closest border limits of the city or town in which said member resides.

Section 9. Medical and Physical Ability Tests (PATs Tests): All Officers hired by the Town of Andover required to participate in the medical and physical ability tests will be allowed access to the following provisions to prepare for each medical or physical test:

a) Medical Tests: If an Officer is scheduled to work a 1700-0100 shift the day before the medical test or a 0100-0900 shift the day of the medical test, he/she shall be entitled to that shift off to rest or prepare for said test. An Officer working a 0900-1700 shift the day of the test will be tested in lieu of the Officer's regular shift assignment. If the test falls on a scheduled day off, the Officer will receive eight (8) hours overtime pay.

b) Physical Tests: Upon receipt of the required sixteen (16) week notice to prepare for the physical testing, the Officer will be afforded one (1) hour from his shift duties to train for the test.

If an Officer fails any portion of the medical or physical test, the failing Officer will be afforded time off to attend Doctor, therapy or other similar appointments to prepare for the retest.

Section 10. Peace Officer Memorial Day: The Town agrees to recognize that May 15<sup>th</sup> is Peace Officers Memorial Day and the calendar week of each year during which such May 15<sup>th</sup>

occurs is designated as Police Week. The Town further agrees that if an officer or officers' wishes to attend ceremonies for Peace Officers Memorial Day that they may utilize a Union day as delineated in Article 20.

Section 11. Reserve Intermittent Patrol Officers: In the event the Department implements Reserve Intermittent Patrol Officers, the Department may use them to fill overtime shifts prior to mandatorying full-time officers to those shifts.

Section 12. Direct Deposit & Bi-Weekly Pay: Members of the APPU Local 99 shall participate in weekly direct deposit and shall provide the required information to the Accounting office to discontinue receiving paper pay stubs and only receive electronic pay stubs within 60 days of notification that the functionality has been implemented. The Town is assessing the merits of moving to bi-weekly payroll. If and when the Town seeks to move to bi-weekly payroll at some point in the future, it will bargain any impacts that may be required.

Section 13. Civil Service: The Town is considering the revocation of its acceptance of c. 31 (Civil Service) regarding the process by which it hires and promotes police officers. The Town will notify the Union in writing if and when it decides to pursue this course of action.

Section 14. Performance Appraisals The Town and the union will negotiate the implementation of Departmental procedures for the annual assessment and feedback of Patrolmen work performance.

Section 15. Physical Fitness Incentive Program: The Department encourages all officers to participate in the following voluntary physical fitness incentive program. Officers participating in this program will be tested each year during the month of July, using the nationally recognized Cooper Standard. Officers will be tested on sit-ups, 1.5 mile run, and either a one rep bench press



or push-ups (officer's choice). The Department will schedule testing dates outside of normal work hours. Officers scoring at or above the minimum standards for each of the four exercises, as listed below, will be awarded a personal day. Officers having six or more unexcused absences during the previous fiscal year will not be eligible to participate in this program. The Department will meet with the Union after the completion of the first and second year of the program to review and discuss results and standards.

**Physical Assessment Minimum Standards: 1<sup>st</sup> Year Requirements (Male)**

Age	Bench Press	Sit-ups	Push-ups	1.5 Mile Run
20-29	.99	38	29	12:29
30-39	.88	35	24	12:53
40-49	.80	29	18	13:50
50-59	.71	24	13	15:14

**Physical Assessment Minimum Standards: 2<sup>nd</sup> Year (and after) Requirements (Male)**

Age	Bench Press	Sit-ups	Push-ups	1.5 Mile Run
20-29	1.06	40	33	11:58
30-39	.93	36	27	12:25
40-49	.84	31	21	13:05
50-59	.75	26	15	14:33

**Physical Assessment Minimum Standards: 1<sup>st</sup> Year Requirements (Female)**

Age	Bench Press	Sit-ups	Push-ups	1.5 Mile Run
20-29	.59	32	15	15:05
30-39	.53	25	11	15:56
40-49	.50	20	9	17:11
50-59	.44	14	n/a	19:10

**Physical Assessment Minimum Standards: 2<sup>nd</sup> Year (and after) Requirements (Female)**

Age	Bench Press	Sit-ups	Push-ups	1.5 Mile Run
20-29	.65	35	18	14:15

30-39	.57	27	14	15:14
40-49	.52	22	11	16:13
50-59	.46	17	n/a	18:05

### **ARTICLE 30**

#### **STABILITY OF AGREEMENT**

**Section 1.** No amendment, alteration, or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties.

**Section 2.** The failure of the Municipal Employer or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Municipal Employer or the Union to future performance of any such term or provision and the obligations of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

**ARTICLE 31**

**DURATION**

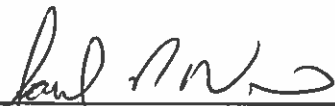
This Agreement shall be effective as of July 1, 2016, and shall continue in full force and effect until and including June 30, 2019, or until such time as a new Agreement is reached.

After the implementation of this Agreement either party may notify the other of its intention to commence bargaining for a successor agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto.

This Memorandum of Understanding between the parties is entered into on this 22<sup>nd</sup> day of March, 2017.

*The provisions tentatively agreed to herein in the MoU are subject to ratification by the membership of the Patrolmen's Union, NEPBA Local 9 and the Andover Board of Selectmen.*

ANDOVER POLICE  
PATROLMEN'S UNION

  
\_\_\_\_\_  
Joseph Davies  
President

TOWN OF ANDOVER

  
\_\_\_\_\_  
Andrew Flanagan,  
Town Manager

  
\_\_\_\_\_  
Patrick E. Keefe  
Chief of Police